

TERMS AND CONDITIONS

1. Definitions and Interpretation

In these terms and conditions, “**Company**” shall mean UBTS Heavy Equipments Pte Ltd; “**Equipment**” shall mean the Company’s equipment leased to the Hirer under this Quotation; “**Hirer**” shall mean the customer in respect of the Company’s rental of Equipment;

2. Singapore Logistics Association (“SLA”) Standard Trading Conditions (“STCs”)

The SLA STCs shall apply insofar as applicable. The terms and conditions of this Quotation shall apply in addition to and in the event of a direct conflict, shall prevail over the SLA STCs. Any other service (e.g. Trailers, Prime Movers, etc.) requested that is not listed in the Schedule shall be chargeable in accordance with the Company standard rates and in the absence of any relevant terms and conditions, the SLA STCs shall apply.

3. Quotation

This Quotation shall be valid for a period of **thirty (30) days** from the date hereof. The Company reserves the right to issue a new quotation which may contain amended, varied or modified rates, terms and conditions after the end of the validity of this Quotation. The Company shall be, after acceptance, at liberty to revise quotations or charges with or without notice in the event of changes outside the Company's control including but not limited to charges in currency exchange rates, rates of freight, insurance premiums or any changes applicable.

4. Mandatory Instructions

The Hirer shall ensure the following at all times:

- (a) All necessary documents, permits & insurance to enter the worksite shall be arranged by the Hirer.
- (b) The Hirer shall supervise and control the operating personnel of the Equipment and all work carried out is at the Hirer’s own risk.
- (c) The Hirer shall provide proper ground access and safe working areas for use of the Equipment.
- (d) The Hirer shall allow the Company to conduct maintenance on the Equipment at any time during business hours upon the Company giving advance notice.
- (e) All by-pass of the Equipment’s Load Radius Indicator (LRI) & motion limit devices shall be authorized by the lifting supervisor.
- (f) All tandem lifting operations shall be planned certified and carried out under the supervision of qualified engineers or professional engineers.
- (g) All erection or dismantling work must be carried out by trained and competent workers under the supervision of qualified engineer/personnel.
- (h) All testing and commissioning to be carried out under the supervision of qualified engineer/personnel who are duly Certified and licensed by the relevant authorities and/or associations.
- (i) All personnel involved in the operations of the Equipment must duly certified and licensed by the relevant authorities and/or associations.

5. Commencement & Termination

- 5.1. The rental term shall commence upon the Equipment reaching the Hirer's designated site and shall terminate upon leaving the Hirer's designated site. Upon expiry of the rental term, any request for further extension is subject to the availability of the Company's Equipment, and subject to any variation, amendment and/or modification of the Company's rates, terms and conditions.
- 5.2. Monthly rental contracts may be terminated by giving [7 days] advance written notice.
- 5.3. Yearly rental contracts may be terminated by giving one (1) months' advance written notice.

6. Payment Terms

- 6.1. All rates in this Quotation are in the Singapore Currency and subject to the prevailing GST.
- 6.2. **Terms of Payment for the Services – Within 30 days from the date of the Company invoice.**
- 6.3. **Terms of Payment for Disbursements – Within 1 business day from the date of the Company invoice.**
- 6.4. In the event that any payment due to the Company remains outstanding, the Company reserves the right (i) to refuse to perform any services requested; (ii) to immediately terminate any rental service; and (iii) retrieve the Company's Equipment from the Customer and the Company shall not be liable for any loss damage, including special or consequential, suffered by the Customer as a result of such action taken by the Company, arising from any non-payment of the Company's invoices in accordance with these terms and conditions.
- 6.5. On all amounts overdue to the Company the Hirer shall pay to the Company interest, calculated from the date such amounts are overdue until payment thereof, at the rate of one percent (1%) per month.

7. Cancellation Fee

- (a) More than 3 Hours prior to scheduled service – No cancellation fee.
- (b) Between 1 hour to 3 Hours prior to scheduled service – 80% of rate chargeable.
- (c) Less than 1 hour prior to scheduled service – 100% of rate chargeable.

8. Limitation of Liability

- 8.1. Except as provided under these terms and conditions, the Company shall not be liable and/or responsible to the Hirer in any way whatsoever for any loss or damage arising from the following:
 - (a) where the breach arises or is alleged to arise in contract, tort, bailment, negligence, breach of statutory duty or otherwise due to the Hirer or any person acting on their behalf;
 - (b) where the loss, damage cost or expense incurred by the Hirer or any third party is of an indirect or consequential nature including but not limited to loss or deferment of use, profit and/or revenue, loss of goodwill or loss of business;
 - (c) the act or omission of the Hirer or any person acting on their behalf;
 - (d) compliance with the instructions given to the Company by the Hirer or any other person entitled to give them;
 - (e) delivery of the Equipment to the Hirer by the Company or any person acting on their behalf;
 - (f) any claims arising from and/or use and/or operation of the Equipment or any lifting gears by the Hirer or any of its employees, servants, agents or independent contractors; and any cause or event which the Company could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence.

- (g) any acts of God, fire, rain, climate effects, collision
 - (h) congestion at ports or any inevitable delay caused by rules, regulations, order or discretion of the government or department thereof, quarantine, requisitions
 - (i) injury caused by goods in contact, smell, rust, dampness, mildew, mold, insufficient ventilation, chemical action, defects of wear and tear of package, hook holes, and any other accident liable to occur during crane operations
 - (j) any article of a Dangerous Goods nature, fragile or otherwise unspecified risks are solely at the risk of the Customer, consignee or owner of goods.
- 8.2. The Company shall not in any circumstance be liable for loss or damage caused to any property other than the Equipment by reason of the use and/or operation of the Equipment or any lifting gears by the Hirer or any of its employees, servants, agents or independent contractors including by reason of any negligence on the part of the Hirer or its employees, servants, agents and/or independent contractors.
- 8.3. Where the loss, damage, cost or expense suffered or incurred by the Hirer directly flows from the Company's breach without any intervening cause and independently of special circumstances, the Company's liability in respect of claims for delay where not excluded by the provisions of these Conditions shall not exceed the amount of the Company's charges for the services in respect of the Goods delayed.

9. **Indemnities**

- 9.1. The Hirer shall be solely liable for all loss and/or damage caused to the Equipment whether directly or indirectly, by the Hirer, its officers, employee's servants, agents or independent contractors during the period of its rental and/or when the Equipment is in the custody and/or possession of the Hirer.
- 9.2. The Hirer shall indemnify and hold the Company, its officers, directors and employees harmless, from any and all liability, damages, losses, expenses, legal costs, insurance premiums, claims or proceedings brought by the Hirer, any third party, or any Authority in respect of or in connection with the lease of the Equipment, whether in contract or tort and whether directly or indirectly, due to any injury or to death of any person or persons or any loss of or damage to any property or consequential damages arising out of the use of the Equipment or any other loss which is caused or contributed by any negligence, act or omission of the Hirer, its officers, employees, agents or independent contractors.
- 9.3. The Hirer shall also indemnify and hold the Company, its officers, directors and employees, servants and agents harmless from and against:
- (a) all liability, loss, damage, costs and expenses whatsoever including all payments and fines arising out of the Hirer's use and/or operation of the Equipment or arising from any breach by the Hirer of any obligation contained in the Agreement or from the negligence of the Hirer or any breach by the Hirer of any written law (such as Workplace Safety and Health Act (Cap 354A) and the Regulations and Codes made thereunder and any Road Traffic or Environmental Laws);
 - (b) any other act, omission, negligence or default of the Hirer, its officers, directors, shareholders, employees, agent or invitees.
 - (c) any claims arising from and/or during the use and/or operation of the Equipment by the Hirer or any of its employees, servants, agents or independent contractors;
 - (d) any cause or event which the Company could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence; and
 - (e) the delivery, possession, use, operation, removal, dismantling or return of the Equipment.

9.4. The Hirer undertakes that no claim shall be made against the Company, its officers, directors, and/or employees which imposes or seeks to impose upon them any liability in connection with any services undertaken by the Company and if any such claim is made, Hirer to indemnify the Company, its officers, directors and employees against all consequences thereof.

10. **Insurance**

Notwithstanding any insurance that the Company may have taken up, the Hirer shall be responsible for any in respect of Equipment All Risks, Public Liability Insurance (within the work site where the Hirer uses and/or operates the Equipment), marine cargo insurance, water borne risk, and all other insurance coverage required in connection with the nature in which the Hirer uses and/or operates the Equipment. In the event that the Hirer requires the Company's assistance in obtaining insurance coverage on the Hirer behalf, please indicate the same below. Any insurance obtained on the Hirer's behalf shall be at the Company's sole discretion as to such coverage and the Hirer agree that the Company shall not be liable or responsible for any excess or amount not covered by such insurance.

11. **Governing Law.**

The governing law shall be Singapore law and the parties agree to submit to the exclusive jurisdiction of the Singapore courts.

12. **Arbitration**

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator appointed by the Chairman of the SIAC. The language of the arbitration shall be in the English language.

Special Instructions / Other Remarks:

Acceptance

In requesting the Company's services, whether verbally, in writing or via informal messaging services (e.g. WhatsApp, Telegram, Line, WeChat, etc.) under this Quotation herein to be performed, you hereby agree and accept this Quotation, all the terms and conditions applicable herein and any applicable SLA Standard Trading Conditions.

We request, for formality and for records purposes, that you confirm the Hirer's acceptance below and return to the Company the same.

Thank you and we look forward to establishing a closer relationship with you and assure you the Company's **Best Service Always.**

Yours faithfully,
UBTS Heavy Equipments Private Limited



Steven Yen
Heavy Equipment Manager
DID: 6229 8392

Confirmation & Acceptance

*Authorized Signature / Company Stamp
/ Company Representative*

The Company is a member of the SLA (Singapore Logistics Association) and SCCB (Singapore Commercial Credit Bureau).

...End of Documents.